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NOTE: CHANGES MADE BY THE COURT

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KEITH FEDER, M.D., INC.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

KEITH FEDER, M.D., INC.

Case No. 2:23-cv-07026-JLS-JPR

Plaintiff(s),

v.

STIPULATED PROTECTIVE  
ORDER<sup>1</sup>

AETNA LIFE INSURANCE  
COMPANY, and DOES 1-10,

Defendant(s).

<sup>1</sup> This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Jean P. Rosenbluth as of 9 May 2025.

1 **1. INTRODUCTION**

2 1.1 Purposes and Limitations. Discovery in this action may  
3 involve production of confidential, proprietary, or private information for  
4 which special protection from public disclosure and from use for any  
5 purpose other than prosecuting this litigation may be warranted.  
6 Accordingly, Plaintiff Keith Feder, M.D., Inc. (“Plaintiff”) and Defendant  
7 Aetna Life Insurance Company (“Defendant”) (Plaintiff and Defendant  
8 are collectively referred to herein as the “Parties”) hereby stipulate to  
9 and petition the Court to enter the following Stipulated Protective Order.

10 This Protective Order shall govern any record of information  
11 produced in this action and designated pursuant to this Protective Order,  
12 including all designated deposition testimony, all designated testimony  
13 taken at a hearing or other proceeding, all designated deposition  
14 exhibits, interrogatory answers, admissions, documents and other  
15 discovery materials, whether produced informally or in response to  
16 interrogatories, requests for admissions, requests for production of  
17 documents or other formal methods of discovery.

18 This Protective Order shall also govern any designated record of  
19 information produced in this action pursuant to required disclosures  
20 under any federal procedural rule or local rule of the Court and any  
21 supplementary disclosures thereto.  
22

23 This Protective Order shall apply to the Parties and to any  
24 nonparty from whom discovery may be sought who desires the protection  
25 of this Protective Order.

26 The Parties acknowledge that this Order does not confer blanket  
27 protections on all disclosures or responses to discovery and that the  
28

1 protection it affords from public disclosure and use extends only to the  
2 limited information or items that are entitled to confidential treatment  
3 under the applicable legal principles. The Parties further acknowledge,  
4 as set forth in Section 12.3 below, that this Order does not entitle them  
5 to file Confidential Information under seal; Civil Local Rule 79-5 sets  
6 forth the procedures that must be followed and the standards that will be  
7 applied when a Party seeks permission from the Court to file material  
8 under seal.

9 1.2 Good Cause Statement.

10 This action arises out of a dispute between Plaintiff and Defendant  
11 regarding payment for medical services rendered by Plaintiff to multiple  
12 Patients (“Patients”) enrolled in health benefit plans issued and  
13 administered by Defendant.

14 In light of the nature of the claims and allegations in this case, this  
15 action necessarily involves the production of confidential information for  
16 which special protection from public disclosure and from use for any  
17 purpose other than prosecution of this action is warranted. Such  
18 confidential and proprietary materials and information may consist of,  
19 among other things, the personal health information of the Patients and  
20 their medical treatment, as well as confidential business information,  
21 information regarding confidential business practices, or other  
22 confidential information (including information implicating privacy  
23 rights of third parties), information otherwise generally unavailable to  
24 the public, or which may be privileged or otherwise protected from  
25 disclosure under state or federal statutes, court rules, case decisions, or  
26 common law.  
27  
28

1 Accordingly, to expedite the flow of information, to facilitate the  
2 prompt resolution of disputes over confidentiality of discovery materials,  
3 to adequately protect information the Parties are required and/or  
4 entitled to keep confidential, to ensure that the Parties are permitted  
5 reasonable necessary uses of such material in preparation for and in the  
6 conduct of trial, to address their handling at the end of the litigation, and  
7 serve the ends of justice, a protective order for such information is  
8 justified in this matter. It is the intent of the Parties that information  
9 will not be designated as confidential for tactical reasons and that  
10 nothing be so designated without a good faith belief that it has been  
11 maintained in a confidential, non-public manner, and there is good cause  
12 why it should not be part of the public record of this case.

13 Good cause also exists for a two-tiered protective order in this case  
14 that provides for the designation of certain material as “Highly  
15 Confidential – Attorneys’ Eyes Only” because production of Defendant’s  
16 internal business policies or confidential information of or relating to  
17 Defendant’s customers could lead to significant harm to Defendant, its  
18 affiliates, and its customers if subject to unauthorized disclosure or  
19 misuse.  
20

## 21 22 **2. DEFINITIONS**

23 2.1 Action: *Keith Feder, M.D., Inc. v. Aetna Life Insurance*  
24 *Company*, United States District Court, Central District of California,  
25 Case No. 2:23-cv-07026-JLS-JPR

26 2.2 Challenging Party: a Party or Non-Party that challenges the  
27 designation of information or items under this Order.  
28

1           2.3   “CONFIDENTIAL” Information or Items: information  
2 (regardless of how it is generated, stored or maintained) or tangible  
3 things that qualify for protection under Rule 26(c) of the Federal Rules of  
4 Civil Procedure, and as specified above in the Good Cause Statement and  
5 below.

6           The term Confidential Information shall include confidential or  
7 proprietary technical, scientific, financial, business, health, or medical  
8 information designated as “CONFIDENTIAL” by the producing party.

9           The term “Confidential Health Information” shall constitute a  
10 subset of Confidential Information, and shall be designated as  
11 “CONFIDENTIAL” and subject to all other terms and conditions  
12 governing the treatment of Confidential Information. Confidential  
13 Health Information shall mean information supplied in any form, or any  
14 portion thereof, that identifies an individual or subscriber in any manner  
15 and relates to the past, present, or future care, services, or supplies  
16 relating to the physical or mental health or condition of such individual  
17 or subscriber, the provision of health care to such individual or  
18 subscriber, or the past, present, or future payment for the provision of  
19 health care to such individual or subscriber. Confidential Health  
20 Information shall include, but is not limited to, claim data, claim forms,  
21 grievances, appeals, or other documents or records that contain any  
22 patient health information required to be kept confidential under any  
23 state or federal law, including 45 C.F.R. Parts 160 and 164 promulgated  
24 pursuant to the Health Insurance Portability and Accountability Act of  
25 1996 (see 45 C.F.R. §§ 164.501 & 160.103), and the following subscriber,  
26 patient, or member identifiers:

27           a.   names;  
28

- b. all geographic subdivisions smaller than a State, including street address, city, county, precinct, and zip code;
  - c. all elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, age, and date of death;
  - d. telephone numbers;
  - e. fax numbers;
  - f. electronic mail addresses;
  - g. social security numbers;
  - h. medical record numbers;
  - i. health plan beneficiary numbers;
  - j. account numbers;
  - k. certificate/license numbers;
  - l. vehicle identifiers and serial numbers, including license plate numbers;
  - m. device identifiers and serial numbers;
  - n. web universal resource locators ("URLs");
  - o. internet protocol ("IP") address numbers;
  - p. biometric identifiers, including finger and voice prints;
  - q. full face photographic images and any comparable images;
- and/or
- r. any other unique identifying number, characteristic, or code.

2.4 "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES ONLY"

Information or Items: extremely sensitive "CONFIDENTIAL" Information or Items, the disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

1           2.5 Counsel: Outside Counsel of Record and House Counsel (as  
2 well as their support staff).

3           2.6 Designating Party: a Party or Non-Party that designates  
4 information or items that it produces in disclosures or in responses to  
5 discovery as “CONFIDENTIAL.”

6           2.7 Disclosure or Discovery Material: all items or information,  
7 regardless of the medium or manner in which it is generated, stored, or  
8 maintained (including, among other things, testimony, transcripts, and  
9 tangible things), that are produced or generated in disclosures or  
10 responses to discovery in this matter.

11           2.8 Expert: a person with specialized knowledge or experience in  
12 a matter pertinent to the litigation who has been retained by a Party or  
13 its counsel to serve as an expert witness or as a consultant in this Action.

14           2.9 House Counsel: attorneys who are employees of a Party to  
15 this Action. In-House Counsel does not include Outside Counsel of  
16 Record or any other outside counsel.

17           2.10 Non-Party: any natural person, partnership, corporation,  
18 association, or other legal entity not named as a Party to this action.

19           2.11 Outside Counsel of Record: attorneys who are not employees  
20 of a party to this Action but are retained to represent or advise a Party to  
21 this Action and have appeared in this Action on behalf of that Party or  
22 are affiliated with a law firm which has appeared on behalf of that Party,  
23 and includes support staff.

24           2.12 Party: any party to this Action, including all of its officers,  
25 directors, employees, consultants, retained experts, and Outside Counsel  
26 of Record (and their support staffs).  
27



1           2.13 Producing Party: a Party or Non-Party that produces  
2 Disclosure or Discovery Material in this Action.

3           2.14 Professional Vendors: persons or entities that provide  
4 litigation- support services (for example, photocopying, videotaping,  
5 translating, preparing exhibits or demonstrations, and organizing,  
6 storing, or retrieving data in any form or medium) and their employees  
7 and subcontractors.

8           2.15 Protected Material: any Disclosure or Discovery Material that  
9 is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
10 ATTORNEYS’ EYES ONLY.”

11           2.16 Receiving Party: a Party that receives Disclosure or Discovery  
12 Material from a Producing Party.

13  
14 **3.    SCOPE**

15  
16           The protections conferred by this Stipulation and Order cover not  
17 only Protected Material (as defined above), but also any information  
18 copied or extracted from Protected Material; all copies, excerpts,  
19 summaries, or compilations of Protected Material; and any testimony,  
20 conversations, or presentations by Parties or their Counsel that might  
21 reveal Protected Material.

22           Any use of Protected Material at trial shall be governed by the  
23 orders of the trial judge. This Order does not govern the use of  
24 Protected Material at trial.

25  
26 **4.    DURATION**

27           Once a case proceeds to trial, information that was designated as  
28



1 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
2 ONLY or maintained under this Order becomes public and will be  
3 presumptively available to all members of the public, including the  
4 press, unless the trial judge finds compelling reasons to proceed  
5 otherwise. See Kamakana v. City & Cnty. of Honolulu, 447 F.3d 1172,  
6 1180–81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing  
7 documents produced in discovery from “compelling reasons” needed for  
8 merits-related documents.) Accordingly, the terms of this Order do not  
9 extend beyond the commencement of the trial.

10 Even after final disposition of this litigation, the confidentiality  
11 obligations imposed by this Order shall remain in effect until a  
12 Designating Party agrees otherwise in writing or a court order  
13 otherwise directs. Final disposition is the later of (1) dismissal of all  
14 claims and defenses in this Action, with or without prejudice, or (2) final  
15 judgment after the completion and exhaustion of all appeals, rehearings,  
16 remands, trials, or reviews of this Action, including the time limits for  
17 filing any motions or applications for extension of time under applicable  
18 law.  
19

## 20 21 **5. DESIGNATING PROTECTED MATERIAL**

22 5.1 Each Party or Non-Party that designates information or items  
23 for protection under this Order must take care to limit any such  
24 designation to specific material that qualifies under the appropriate  
25 standards. To the extent practicable, the Designating Party must  
26 designate for protection only those parts of material, documents, items,  
27 or oral or written communications that qualify so that other portions of  
28

1 the material, documents, items, or communications for which protection  
2 is not warranted are not swept unjustifiably within the ambit of this  
3 Order.

4 Indiscriminate or routinized designations are prohibited.  
5 Designations that are shown to be clearly unjustified or that have been  
6 made for an improper purpose (for example, to unnecessarily encumber  
7 the case-development process or to impose unnecessary expenses and  
8 burdens on other parties) may expose the Designating Party to  
9 sanctions.

10 If it comes to a Designating Party's attention that information or  
11 items that it designated for protection do not qualify for protection, that  
12 Designating Party must promptly notify all other Parties that it is  
13 withdrawing the inapplicable designation.  
14

15 5.2 Except as otherwise provided in this Order, Disclosure or  
16 Discovery Material that qualifies for protection under this Order must be  
17 clearly so designated before the material is disclosed or produced.

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (for example, paper or  
20 electronic documents but excluding transcripts of depositions or other  
21 pretrial or trial proceedings), that the Producing Party affix at a  
22 minimum, the legend "CONFIDENTIAL" or "HIGHLY  
23 CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that  
24 contains Protected Material. If only a portion or portions of the  
25 material on a page qualifies for protection, the Producing Party should  
26 to the extent practicable clearly identify the protected portion(s) (for  
27 example, by making appropriate markings in the margins).  
28

1 A Party or Non-Party that makes original documents available for  
2 inspection need not designate them for protection until after the  
3 inspecting Party has indicated which documents it would like copied  
4 and produced. During the inspection and before the designation, all of  
5 the material made available for inspection shall be deemed  
6 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
7 ONLY. After the inspecting Party has identified the documents it  
8 wants copied and produced, the Producing Party must determine which  
9 documents, or portions thereof, qualify for protection under this Order.  
10 Then, before producing the specified documents, the Producing Party  
11 must affix the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
12 ATTORNEYS’ EYES ONLY” legend to each page that contains  
13 Protected Material. If only a portion or portions of the material on a  
14 page qualify for protection, the Producing Party should to the extent  
15 practical clearly identify the protected portion(s) (for example, by  
16 making appropriate markings in the margins).

17  
18 (b) for testimony given in depositions, the Designating Party  
19 identify the Disclosure or Discovery Material that is protected on the  
20 record, before the close of the deposition.

21 (c) for information produced in some form other than  
22 documentary and for any other tangible items, the Producing Party affix  
23 in a prominent place on the exterior of the container or containers in  
24 which the information is stored the legend “CONFIDENTIAL” or  
25 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend. If  
26 only a portion or portions of the information warrants protection, the  
27 Producing Party, to the extent practicable, must identify the protected  
28

1 portion(s).

2 (d) for information disclosed at a hearing that the Designating  
3 Party requests the Judge, at or before the time the information is  
4 proffered or adduced, to receive the information only in the presence of  
5 those persons designated to receive such information and Court  
6 personnel, and to designate the transcript appropriately.

7 (e) Confidential Information marked as “CONFIDENTIAL -  
8 ATTORNEYS’ EYES ONLY” may be used solely for the purpose of  
9 conducting this Litigation and not for any other purpose whatsoever.

10 5.3 If timely corrected, an inadvertent failure to designate  
11 qualified information or items does not, standing alone, waive the  
12 Designating Party’s right to secure protection under this Order for that  
13 material. On timely correction of a designation, the Receiving Party  
14 must make reasonable efforts to assure that the material is treated in  
15 accordance with the provisions of this Order.  
16

## 17 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

18 6.1 Any Party or Nonparty may challenge a designation of  
19 confidentiality at any time consistent with the Court’s scheduling order.  
20

21 6.2 The Challenging Party must initiate the dispute resolution  
22 process (and, if necessary, file a discovery motion) under Local Rule 37.

23 6.3 The burden of persuasion in any such challenge proceeding is  
24 on the Designating Party. Frivolous challenges, and those made for an  
25 improper purpose (for example, to harass or impose unnecessary  
26 expenses and burdens on other parties), may expose the Challenging  
27 Party to sanctions. Unless the Designating Party has waived or  
28

1 withdrawn the confidentiality designation, all Parties must continue to  
2 afford the material in question the level of protection to which it is  
3 entitled under the Producing Party's designation until the Court rules  
4 on the challenge.

5 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

6 7.1 A Receiving Party may use Protected Material that is  
7 disclosed or produced by another Party or by a Nonparty in connection  
8 with this Action only for prosecuting, defending, or attempting to settle  
9 this Action and for no other action. A Receiving Party shall hold such  
10 information received from the disclosing Party in confidence, shall not  
11 use it for any business or other commercial purpose, shall not use it for  
12 filing or prosecuting any patent application (of any type) or patent  
13 reissue or reexamination request, and shall not disclose it to any person,  
14 except as hereinafter provided. Such Protected Material may be  
15 disclosed only to the categories of persons and under the conditions  
16 described in this Order. When the Action has been terminated, a  
17 Receiving Party must comply with the provisions of section 13 below  
18 (FINAL DISPOSITION)  
19

20 All documents, including attorney notes and abstracts, which  
21 contain another Party's Confidential Information, shall be handled as if  
22 they were designated pursuant to Paragraph 5.

23 Protected Material must be stored and maintained by a Receiving  
24 Party at a location and in a secure manner that ensures that access is  
25 limited to the people authorized under this Order.

26 7.2 Unless otherwise ordered by the Court or permitted in  
27 writing by the Designating Party, a Receiving Party may disclose any  
28

1 information or item designated “CONFIDENTIAL” only to the following  
2 people:

3 (a) the Receiving Party’s Outside Counsel of Record in this  
4 Action, as well as employees of said Outside Counsel of Record  
5 (excluding experts and investigators) to whom it is reasonably necessary  
6 to disclose the information for this Action;

7 (b) the officers, directors, and employees (including House  
8 Counsel) of the Receiving Party to whom disclosure is reasonably  
9 necessary for this Action;

10 (c) Experts (as defined in this Order) of the Receiving Party to  
11 whom disclosure is reasonably necessary for this Action and who have  
12 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (d) the Court and its personnel;

14 (e) private court reporters and their staff to whom disclosure is  
15 reasonably necessary for this Action and who have signed the  
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (f) professional jury or trial consultants, mock jurors, and  
18 Professional Vendors to whom disclosure is reasonably necessary for  
19 this Action and who have signed the “Acknowledgment and Agreement  
20 to Be Bound” (Exhibit A);

21 (g) the author or recipient of a document containing the  
22 information or a custodian or other person who otherwise possessed or  
23 knew the information;

24 (h) during their depositions, witnesses and attorneys for  
25 witnesses to whom disclosure is reasonably necessary, provided that the  
26 deposing party requests that the witness sign the form attached as  
27

1 Exhibit A hereto and the witnesses will not be permitted to keep any  
2 confidential information unless they sign form, unless otherwise agreed  
3 by the Designating Party or ordered by the Court. Pages of transcribed  
4 deposition testimony or exhibits to depositions that reveal Protected  
5 Material may be separately bound by the court reporter and may not be  
6 disclosed to anyone except as permitted under this Order;

7 (i) Stenographers and videographers engaged to transcribe or  
8 record depositions conducted in this action provided that such  
9 individuals agree in writing, in the form attached at Exhibit A, to be  
10 bound by the terms of this Order; and

11 (j) any mediator or settlement officer, and their supporting  
12 personnel, mutually agreed on by any of the Parties engaged in  
13 settlement discussions or appointed by the Court.

14 7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’  
15 EYES ONLY” Information or Items. Unless otherwise ordered by the  
16 court or permitted in writing by the Designating Party, a Receiving  
17 Party may disclose any information or item designated “HIGHLY  
18 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

19 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
20 as well as employees of said Outside Counsel of Record (excluding  
21 experts and investigators) to whom it is reasonably necessary to disclose  
22 the information for this Action;

23 (b) House Counsel;

24 (c) Experts (as defined in this Order) of the Receiving Party to  
25 whom disclosure is reasonably necessary for this Action and who have  
26 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);  
27



1 (d) the court and its personnel;

2 (e) private court reporters and their staff to whom disclosure is  
3 reasonably necessary for this Action and who have signed the  
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

5 (f) the author or recipient of a document containing the  
6 information; and

7 (g) any mediator or settlement officer, and their supporting  
8 personnel, mutually agreed upon by any of the Parties engaged in  
9 settlement discussions or appointed by the Court.

10  
11 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
12 **PRODUCED IN OTHER LITIGATION**

13 If a Party is served with a subpoena or a court order issued in  
14 other litigation that compels disclosure of any information or items  
15 designated in this Action as “CONFIDENTIAL” or “HIGHLY  
16 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY,” that Party must:

17 (a) promptly notify in writing the Designating Party. Such  
18 notification must include a copy of the subpoena or court order unless  
19 prohibited by law;

20 (b) promptly notify in writing the party who caused the  
21 subpoena or order to issue in the other litigation that some or all of the  
22 material covered by the subpoena or order is subject to this Protective  
23 Order. Such notification shall include a copy of this Stipulated  
24 Protective Order; and

25 (c) cooperate with respect to all reasonable procedures sought to  
26 be pursued by the Designating Party whose Protected Material may be  
27

1 affected.

2 If the Designating Party timely seeks a protective order, the  
3 Party served with the subpoena or court order shall not produce any  
4 information designated in this action as “CONFIDENTIAL” or “HIGHLY  
5 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” before a determination on  
6 the protective-order request by the relevant court unless the Party has  
7 obtained the Designating Party’s permission. The Designating Party  
8 bears the burden and expense of seeking protection in that court of its  
9 Confidential Material and nothing in these provisions should be  
10 construed as authorizing or encouraging a Receiving Party in this  
11 Action to disobey a lawful directive from another court.  
12

13 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
14 **PRODUCED IN THIS LITIGATION**  
15

16 (a) The terms of this Order are applicable to information  
17 produced by a Nonparty in this Action and designated as  
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’  
19 EYES ONLY.” Such information is protected by the remedies and relief  
20 provided by this Order. Nothing in these provisions should be construed  
21 as prohibiting a Nonparty from seeking additional protections.

22 (b) In the event that a Party is required by a valid discovery  
23 request to produce a Nonparty’s Confidential Information in its  
24 possession and the Party is subject to an agreement with the Nonparty  
25 not to produce the Nonparty’s Confidential Information, then the Party  
26 must:

- 27 1) promptly notify in writing the Requesting Party and  
28

1 the Nonparty that some or all of the information requested is subject to  
2 a confidentiality agreement with a Nonparty;

3 2) promptly provide the Nonparty with a copy of this  
4 Order, the relevant discovery request(s), and a reasonably specific  
5 description of the information requested; and

6 3) make the information requested available for inspection  
7 by the Nonparty, if requested.

8 (c) If the Non-Party fails to seek a protective order within 21  
9 days of receiving the notice and accompanying information, the  
10 Receiving Party may produce the Nonparty's Confidential Information  
11 responsive to the discovery request. If the Nonparty timely seeks a  
12 protective order, the Receiving Party must not produce any information  
13 in its possession or control that is subject to the confidentiality  
14 agreement with the Nonparty before a ruling on the protective-order  
15 request. Absent a court order to the contrary, the Nonparty must bear  
16 the burden and expense of seeking protection of its Protected Material.  
17

18  
19 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED**  
20 **MATERIAL**

21 If a Receiving Party learns that by inadvertence or otherwise, it  
22 has disclosed Protected Material to any person or in any circumstance  
23 not authorized under this Order, the Receiving Party must immediately  
24 notify the Designating Party in writing of the unauthorized disclosures,  
25 use its best efforts to retrieve all unauthorized copies of the Protected  
26 Material, inform the person or people to whom unauthorized disclosures  
27 were made of all the terms of this Order, and ask that person or people  
28

1 to execute the “Acknowledgment and Agreement to Be Bound” that is  
2 attached hereto as Exhibit A.

3  
4 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
5 **OTHERWISE PROTECTED MATERIAL**

6 When a Producing Party gives notice to Receiving Parties that  
7 certain inadvertently produced material is subject to a claim of privilege  
8 or other protection, the obligations of the Receiving Parties are those set  
9 forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
10

11  
12 **12. MISCELLANEOUS**

13 12.1 Nothing in this Order abridges the right of any person to  
14 seek its modification by the Court.

15 12.2 Right to Assert Other Objections. By stipulating to the entry  
16 of this Order, no Party waives any right it otherwise would have to  
17 object to disclosing or producing any information or item on any ground  
18 not addressed in this Order. Similarly, no Party waives any right to  
19 object on any ground to use in evidence of any of the material covered by  
20 this Order.

21 12.3 A Party that seeks to file under seal any Protected Material  
22 must comply with Civil Local Rule 79-5. Protected Material may only be  
23 filed under seal only pursuant to a court order authorizing the sealing of  
24 the specific Protected Material at issue. If a Party's request to file  
25 Protected Material under seal is denied, then the Receiving Party may  
26 file the information in the public record unless otherwise instructed by  
27 the Court.  
28

1  
2 **13. FINAL DISPOSITION**

3 After the Final Disposition of this Action, as defined in paragraph  
4 4, within 60 days of a written request by the Designating Party, each  
5 Receiving Party must return all Protected Material to the Producing  
6 Party or destroy such material. As used in this subdivision, “all  
7 Protected Material” includes all copies, abstracts, compilations,  
8 summaries, and any other format reproducing or capturing any of the  
9 Protected Material. Whether the Protected Material is returned or  
10 destroyed, the Receiving Party must submit a written certification to  
11 the Producing Party (and, if not the same person or entity, to the  
12 Designating Party) by the 60 day deadline that identifies (by category,  
13 where appropriate) all the Protected Material that was returned or  
14 destroyed and affirms that the Receiving Party has not retained any  
15 copies, abstracts, compilations, summaries or any other format  
16 reproducing or capturing any of the Protected Material.  
17  
18 Notwithstanding this provision, Counsel are entitled to retain an  
19 archival copy of all pleadings; motion papers; trial, deposition, and  
20 hearing transcripts; legal memoranda; correspondence; deposition and  
21 trial exhibits; expert reports; attorney work product; and consultant and  
22 expert work product even if such materials contain Protected Material.  
23 Any such archival copies that contain or constitute Protected Material  
24 remain subject to this Protective Order as set forth in Section 4.

25 (DURATION)

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1 **14. SANCTIONS**

2 Any willful violation of this Order may be punished by civil or  
3 criminal contempt, financial or evidentiary sanctions, reference to  
4 disciplinary authorities, or other appropriate action at the discretion of  
5 the Court.

6  
7 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

8  
9 DATED: May 9, 2025

/s/ Jonathan A. Stieglitz

10 Attorney(s) for Plaintiff(s)

11  
12 DATED: May 9, 2025

/s/ Shannon L. Ernster

13 Attorney(s) for Defendant(s)

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15  
16  
17 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

18  
19 DATED: 5/14/2025



20 JEAN P. ROSENBLUTH  
21 United States Magistrate Judge



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ **[print or type full name]**, of  
\_\_\_\_\_  
\_\_\_\_\_ **[print or type full address]**, declare under  
penalty of perjury that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States  
District Court for the Central District of California on **[date]** in the  
case of \_\_\_\_\_ **[insert formal name of the case and the  
number and initials assigned to it by the court]**. I agree to  
comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of  
contempt. I solemnly promise that I will not disclose in any manner  
any information or item that is subject to this Stipulated Protective  
Order to any person or entity except in strict compliance with the  
provisions of this Order.

I further agree to submit to the jurisdiction of the United States  
District Court for the Central District of California for the purpose of  
enforcing the terms of this Stipulated Protective Order, even if such  
enforcement proceedings occur after termination of this action. I  
hereby appoint \_\_\_\_\_ **[print or type full name]**  
of \_\_\_\_\_ **[print or type full address and telephone number]** as

1 my California agent for service of process in connection with this action  
2 or any proceedings related to enforcement of this Stipulated Protective  
3 Order.

4  
5 Date: \_\_\_\_\_

6 City and State where sworn and  
7 signed: \_\_\_\_\_

8 Printed name: \_\_\_\_\_

9 Signature: \_\_\_\_\_

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